GEORGE T. COLE-

TREST DESCRICTION IN FOR THE PARTY OF THE PA

(Monthly Payments Including Interest)

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		July 8,			VEC-DRD INGS TRAN 2894 08726792 154	\$23,50 (47)00
between Michael F. Lonigro and Marilyn S. Lonigro.				. # # # # # # # # # # # # # # # # # # #		
his wife		t. 111inota 6005	is	, 000%	POUNT I MERCHANCE	
(NC AND	STREET)	t, Illinois 6005 (CITY) onigro Family Tr	TATE)			
	d Dolorea Lonig			43.63.63.6.1	****	
		California 9511	7	92632	707	
(NO AND	STREET)	(CITY) (5 Wharasa Martunasee ara in	STATE) Silv indebled	The About S	nuce For Recorder's Use Only	
to the legal holder of a p herewith, executed by M note Mortgagors promis	rincipal promissory note, t fortgagors, made payable e / a pay the principal sum	rermed "Installment Note," to Bearer and delivered, in of Sixty Seven Th	of even date and by which lousand Fi	ve Hundred and	00/100 dollars (\$67	.500.00
Dollars, and interest fre	al sur and interest to be n	2 on the balance of avable in installments as fol	d principal remai	ning from time to time un undred. Ninety. E	paid at the rate of	ent (5_29)
Dollars on the 8th	day July	, 1992 and Four Hu	ndred Nin	ety Five and 29	ive and 29/100 (\$49 7/100 (\$495.29) Dollar	Con
shall be due on the8i to accrued and unpaid in	th day of June Terest on the Jap tid princi	_2022xx; all such pay pal balance and the remaind	ments on accounter to principal; t	t of the indebtedness evid be portion of each of said i	cipal and interest, if not sooner po enced by said note to be applied b astallments constituting principal	first i, to
the extent not paid when	due, to bear interest after Spar Avenue > 3	r the date for payment ther San Jose Califo	cof, at the rate of rnia 9511	if8 per com per 7	annum, and all such payments be or at such other place as the ir	ing ent
case default shall the ut it	ine payment, when day,	av at' er noseement contain	ed in this Trust I	real (in which event electi	or at such other place as the le older thereof and without notice, at the place of payment aforesing thereof or he ase default shall oc on may be made at any time after ce of dishonor, protest and notice	the
NOW THEREFOR above mentioned note at also in consideration of WARRANT unto the T	d of this Trust Deed, and t the sam of One Dollar in rustee, its or his successor	he performance of the cover	unts and agreem reof is bureby a goiscribed Real	ents berein contained, by: knowledged, Mortgagori Estate and all of their ext	rms, provisions and limitations of the Mortgagast to be performed, a by these presents CONVEY Al- late, right, title and interest there AND STATE OF ILLINOIS, to v	md VL> sio,
. ,		7			e North Half of the	
North East (Principal Men	Quarter of Sec	tion 25, Townsh ng to the plat	nip 42 No	rth, Range 11	East of the Third 6, 1960 as Document	
			40.			
which, with the property	hereinafter described, is r	referred to herein as the "pr	emises,"		92632707	
Permanent Real Estate		03-25-204-024				<u>_</u>
Address(es) of Real Esta	_{te:} 1916 Wood La	ne, Mt. Prospec	t, Illinoi	a 60056		
during all such times as A secondarily), and all fixta and air conditioning (wh awnings, storm doors an mertgaged premises whe stricles hereafter placed in TO HAVE AND TO therein set forth, free from	Aortgagors may be entitled next, apparatus, equipmen ether single units or central d windows, floor covering ther physically attached the in the premises by Mortgag D HOLD the premises units	I thereto (which rents, issue t or articles now or bereafte fally controlled), and ventil s, inador beds, stoves and s creto or not, and it is agreed gors or their successors or as o the said Trustee, its or his	s and profits are r therein or there water heaters. A that all buildings edgus shall be pa successors and a	pledged prin aril, und on som used to sup, bet, ga (without restric ing the following ar second and additions and all imit to of the mortgaged premi ssigns, forever, for the p	es and profits thereof for so long a a parity with said real estate and i as, water, light, power, refrigerati aregoing), screens, window shad lared and agreed to be a part of a lar or other apparatus, equipment es. tposes, and upon the uses and tra line a which said rights and benefits.	tot es, the pr
The name of a record own	neris: Michael F.	Lonigro and Mari	ilyn S. Lo	nigro, his wife	of this Trast Deed) are incorporat	ed.
herein by reference and necessors and assigns.	hereby are made a part h	ereof the same as though t	hey were here so	t out in full and shall be	binding on Maxigagors, their hei	i79-,
Witness the hands ar	id seals of Mortgagory the	day and year first above wri	iten. (Seal)	manlen C	S. James nous	911
PLEASE PRINT OR	Michael F. Lo	nigro	waren san	Marilyn S. Lor	nigro	,
TYPE NAME(S) BELOW			(Seal)		(Sc	al)
SIGNATURE(S)					of transmissipal symbol on the material of \$0 transposes and () from managing their (0)	
State of Illinois, County of	in the State aforesaid.	O HEREBY CERTIFY th	Michael	I, the undersigned, a N F. Lonigro and	lotary Public in and for said Court Marilyn S. Lonigro	ty
OFFICIAL S	NATORE	W.1.1.E			personness of the same to be different to the same of	
THE PUBLIC STATE YEUMMISSION EXP	Utaktabili Magnown to m	e to be the same person 🕾	z whose nam	p o une subsc	ribed to the foregoing instrumer	nt,
	innounced potore me this tries is free in the control of the contr	s day in person, and ackno-	e uses and purps	Ehey signed, sealed a sea therein set forth, incl	uding the release and waiver of t	us he
Given under my hand and Commission expires Sel	right of homestead. official seal, this prember 2	s day in person, and acknown and voluntary act, for the 8th day of 19.25.	wledged thate uses and purpo	Short signed scaled a sease therein set both, incl	Tomilar 1992	
Given under my hand and Commission expires. Sell This instrument was prepared.	any methodore me this Life Is from the right of homestead. In official scal, this premoer 2	s day in person, and acknown act of the state of the stat	wledged that e uses and purpo July merican L	Short signed scaled a sease therein set both, incl	nuling the release and waiver of the second	
Commission expires Sel	appropried of one me this the LS in right of homestead. I official scal, this ptember 2 ared by S. J. Tornatore	8th day of 19.25. atore, 1450 E. A (NAME AND)	July July July July July July July July	Stroley ane, #1650, Sch	Journal 1992 Notary Pub naumburg IL 60173	
Commission expires Sal	agreement before me this tright of homestead. I official seal, this ottember 2 ared by S. J. Tornatore S. J. Tornatore Schaum	8th day of 19.25. atore, 1450 E. A (NAME AND)	July July July July July July July July	seased sealed a seased a seased seased a function of the funct	Tournelase 1992	fic
Commission expires SSI	agreement before me this tright of homestead. I official seal, this ottember 2 ared by S. J. Tornatore S. J. Tornatore Schaum	8th day of 19.25. atore, 1450 E. A (NAME AND)	July July July July July July July July	ane, #1650, Sch	Notary Put naumburg IL 60173	fic

- THE FOLLOWING ARE THE COLEMANTS CONDITIONS AND PROVITIONS REFERED TO OPIGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WITCH FOLK A LRT OF THE TRUST OF THE TRUST DEED VINCIT THE BUGINS:

 1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanic's liens or fiens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof; (4) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the nate; (5) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.
- 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note the original or duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the notders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In case of default therein. Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other moneys advanced by Trustee and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and 2.10, interest thereon at the rate of nine per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing the entire of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the honers of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or tale or claim thereof.
- 6. Mortgagors shall pay each it must indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the puncipal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal principal principal or interest, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby second shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. It as you't to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for Encumentary and expent evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to element to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately use and payable, with interest thereon at the rate of nine per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) ary action, suit or proceeding, including but not limited to probate and bankruptey proceedings, to which either of them shall be a party, either as plannilly, Liamant or defendant, by reason of this Trust Deed or any indebtedness hereby commenced, or (c) preparations for the commencement of any suit for the tireclosure hereof after accual of such right to foreclose whether or not actually commenced, or (c) preparations for the defense of any threatened suit or proceeding, the michael and the remainder of
- 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unit fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- 9. Upon or at any time after the filing of a complaint to foreclose this Trust Deet, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after safe, with w. notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value—I the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sele and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
 - 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
 - 11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and coess thereto shall be permitted for that purpose
 - 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor he liable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he nav require indemnities satisfactory to him before exercising any power herein given.
 - 13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as makers thereof.
 - 14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee,
 shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Deeds of the county
 in which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and
 authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
 - 15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND
LENDER, THE NOTE SECURED BY THIS TRUST DEED
SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE
TRUST DEED IS FILED FOR RECORD.

identified herewith under Identification No. Joseph L. and Polores Lonigro

The Installment Note mentioned in the within Trust Deed has been